

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-86-T - ORDER NO. 2019-353

JUNE 6, 2019

IN RE: Application of Carwin Logistics LLC for a)	ORDER GRANTING
Class E (Household Goods) Certificate of)	CLASS E HOUSEHOLD
Public Convenience and Necessity for)	GOODS CERTIFICATE
Operation of Motor Vehicle Carrier)	WITH STATEWIDE
)	AUTHORITY

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Carwin Logistics LLC (“Applicant” or “Carwin”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPC&N”). Applicant seeks a CPC&N with authority to move household goods throughout the state. Notice of this Application was timely published pursuant to S.C. Code Reg. 103-132 on March 20, 2019. No third parties intervened, and a hearing on the Application was held on May 15, 2019, with the Hon. Justin T. Williams, presiding.

The parties at the hearing were the Applicant, represented by Charles L.A. Terreni, and the Office of Regulatory Staff (“ORS”), represented by C. Lessie Hammonds. The ORS informed the Commission it did not oppose Carwin’s Application.

Carwin called Aldin Brown as a witness. Mr. Brown is the founding member and organizer of Carwin, which has operated as a commercial moving business since its founding on August 9, 2013. Mr. Brown testified Carwin currently employs seven workers, but the number of employees varies with customer demand. He believes Carwin’s

entry into the household goods moving business will even out the company's business, allowing it to offer its employees more consistent work.

Mr. Brown believes South Carolina's rapid population growth will provide an opportunity for his household goods moving business. Mr. Brown largely plans to reach customers by word of mouth as he already receives many requests for moving services.

Mr. Brown disclosed prior criminal convictions in 2004 and 2007, the latter which led him to serve a three-year prison sentence in Florida. However, Mr. Brown has had no trouble with the law since his release and has established a successful commercial moving business. He does not have any outstanding orders or court judgments against him and agrees to comply with the Commission's rules and regulations. The record shows Mr. Brown's rehabilitation has been successful.

The Commission also heard from Carwin's Office Manager, Sharon Brown. Ms. Brown performs a myriad of duties for the Company. She runs background checks on employees, does accounting and payroll, and responds to requests for bids among other things. Ms. Brown testified the company holds several certifications including S.C. Department of Transportation Small Business Enterprise and Disadvantaged Business Enterprise. Carwin is also a certified Minority Business Enterprise by the S.C. Department of Administration's Division of Small and Minority Business Contracting. These certifications have allowed Carwin to compete for contracts with clients such as the Charleston County School District and the College of Charleston.

Applicant is exempt from having a safety rating from the U.S. Department of Transportation. Carwin has adequate financial resources, and has the required insurance,

as evidenced by the certificates introduced at the hearing. The Applicant will use the tariff and bill of lading approved with this Application. Carwin has a truck, two vans, and necessary equipment. Mr. Brown plans to grow the business gradually over the next five years.

The Applicant submitted affidavits from two shipper witnesses, Mr. Mark Flack and Ms. Sylvia Pittman-Meyers, given prior to the hearing with permission from the Commission. Order No. 2019-58H. Mr. Flack, a logistics manager who coordinates commercial moves for Winchester Xavier & Associates, testified that South Carolina's growing population requires good, reliable movers. Ms. Pittman-Meyers, a real estate broker with 20 years of experience, testified the Charleston, Berkeley, Dorchester tri-county area has job growth and a tremendous influx of people and who need household goods movers. Both Mr. Flack and Ms. Pittman-Meyers are acquainted with Mr. Brown, whom they described as "reliable" and "skilled." Affidavit of M. Flack ¶ 6; Affidavit of S. Pittman-Meyers, ¶ 6.

Thomas McGill, of the ORS's Safety, Transportation, and Emergency Response Division, testified ORS had inspected Carwin's records and equipment and found it meets the requirements of fit, willing, and able as required of a household goods mover. The ORS does not object to this Application.

The Commission finds Carwin has demonstrated that it is fit, willing, and able to operate as a household goods mover under S.C. Code Ann. Section 58-23-330 and S.C. Code Regs. 103-133. We also find that the public convenience and necessity is not already

being served by existing authorized services. Therefore, Carwin' Application for statewide authority should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Carwin Logistics LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout the state.

2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

3. Upon compliance with S. C. Code Section 58-23-10 *et seq.*, and the applicable regulations for Motor Carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

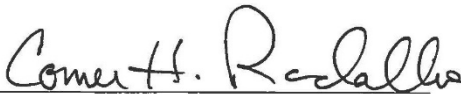
5. Failure of the Applicant to either 1) complete the certification process by complying with the Office of Regulatory Staff requirements within ninety (90) days of this Order, or 2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

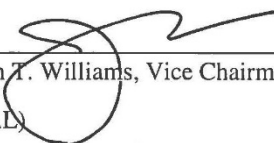
6. Under the two-month reporting requirement continued in Order No. 2014-443 (May 21, 2013), the ORS is requested to furnish the name and docket number of the

Applicant to the Commission, should the Applicant fail to meet the present Order. If such notification is provided, the docket will be closed.

7. This Order will remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman
(SEAL)

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

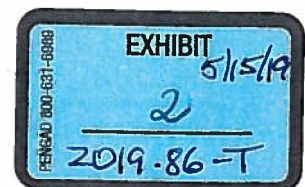


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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by CARWIN LOGISTICS LLC. These services are furnished between points and places within the state of South Carolina.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the CARWIN LOGISTICS LLC office location, and includes the movers estimated return time to the office location.

<u>Number of Movers</u>	<u>Weekday (Monday – Thursday)</u>	<u>Weekend (Friday – Sunday)</u>
Two Men and a Truck	\$105.00	\$115.00
Three Men and a Truck	\$140.00	\$150.00
Four Men and a Truck	\$160.00	\$170.00
Each Additional Man	\$20.00 per man/per hour	\$30.00 per man/per hour

Additional truck/van over one will be billed at \$45 per hour.

1.2 Office Hours / Minimum Hourly Charges:

CARWIN LOGISTICS LLC will operate Monday – Friday, 8:00 AM – 6:00 PAM and Saturday - Sunday from 10:00 AM – 1:00 PM.

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, CARWIN LOGISTICS LLC will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff. CARWIN LOGISTICS LLC reserves the right to decline, at its sole discretion, to move particular items because of their value, size, or fragile nature.

2.1 Bulky Article Charges (per item)

- Flat Screen Television (41" or above) - \$50
- Pool Tables- \$250
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Riding Lawnmowers- \$120
- Freezers - \$90
- Golf Carts - \$150
- Piano, Upright only \$200
- Particle Board/Ikea Style Furniture-CARWIN LOGISTICS LLC is NOT RESPONSIBLE for these due to their fragile nature and will only handle upon agreement of a waiver of liability.

2.2 Elevator or Stair Carry

CARWIN LOGISTICS LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

CARWIN LOGISTICS LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

CARWIN LOGISTICS LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

251 CARWIN LOGISTICS LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

252 CARWIN LOGISTICS LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. CARWIN LOGISTICS LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

CARWIN LOGISTICS LLC will only move upright pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers/dryers, televisions, and similar articles. CARWIN LOGISTICS LLC is not responsible for the electrical and/or mechanical functioning of IT equipment (computers, copiers, hard drives, printers, etc.). radios, clocks, or any other similar items or appliances regardless to whether or not our employees packed or loaded the items. We highly recommend major appliances be serviced by a third-party qualified service company. CARWIN LOGISTICS LLC is strictly prohibited by insurance to disconnect or reconnect the Shipper's appliances and articles; and this remains the responsibility and liability of the Shipper.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of CARWIN LOGISTICS LLC. Such delays include but are not limited to delays caused by traffic, weather, bridge closures or malfunction, customer tardiness, etc. Should these circumstances require the move to be rescheduled to a later date one additional hour of travel time will be incurred.

SECTION 3**3.0 RULES AND REGULATIONS****3.1 Claims**

Although our movers will be careful with your possessions, from time to time damages may occur. CARWIN LOGISTICS LLC has a process for claim's handling to ensure each claim is addressed in a timely and sensitive manner.

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. A claim form will be provided that is to be completed by the customer and submitted to initiate the claims process. Once received, a claims specialist will contact you to begin the damage claim process. This process can include, but is not limited to, an on-site evaluation of the damage(s), photo request, written explanation, third party valuation, and/or original purchase receipt. If damage is discovered after completion of your move, a claim must be called into our office within 72 hours of the move. If your items are placed into storage, as soon as we release custody, valuation of your items cannot be claimed. No damage claims will be honored until the charges for moving services are paid in full.

Basic Valuation Protection

Basic Value Protection is a type of coverage included standard with all regulated moving services at no additional charge. This level of protection can often be minimal and inadequate as it provides a released value of \$0.60 per pound per article if items are lost, destroyed or damaged. For example, under this coverage, the mover would only be required to pay \$60.00 for a broken Grandfather Clock weighing 100 pounds. We reserve the right to repair the damaged items or replace with like-kind quality at current market value. If the damages cannot be repaired, customer will be compensated based on the Basic Value Protection, as set for the next paragraph, that they acknowledged acceptance of by signing for on the bill of lading prior to the move taking place.

Additional Insurance or Full Replacement Coverage

CARWIN LOGISTICS LLC does not provide or sell additional insurance or full replacement value coverage. These type coverages are recommended and may be purchased solely at the option of the Shipper through a 3rd party provider that has no affiliation with CARWIN LOGISTICS LLC.

Exclusions:

Certain items are excluded from the Basic valuation coverage and any and all liability of CARWIN LOGISTICS LLC:

1. *Articles of Extraordinary Value* (antiques, fine art, statues, sculptures, memorabilia, souvenirs, keepsakes, jewelry, furs, stocks, bonds and cash; and similar like items).
2. *Ready to Assemble or Press Board Furniture* (made of engineered wood and paper laminate finish, due to the inherent risk and sustained integrity of this type of furniture). This also includes particle board and MDF furniture.
3. *Fragile items unless packed, moved and unpacked by us*
4. *Boxes Packed by Shipper*
5. *Contents of drawers, containers, totes and other items of similar nature*
6. *Loose items not boxed or packed*
7. *Electronics including televisions and computers and related equipment*
8. *Pre-Existing Damages and ordinary wear and tear*

3.2 Computing Charges

CARWIN LOGISTICS LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1; plus, any additional charges for extra services that may apply as defined in Section 2.

3.3 Governing Publications

CARWIN LOGISTICS LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

CARWIN LOGISTICS LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. CARWIN LOGISTICS LLC will not accept responsibility for safe delivery of such articles if they come into CARWIN LOGISTICS LLC's possession with or without CARWIN LOGISTICS LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of CARWIN LOGISTICS LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

CARWIN LOGISTICS LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.7 No Liability or Responsibility for Water and Gas Line Connections

CARWIN LOGISTICS LLC is not responsible for connection or disconnection of any water or gas lines typically associated with certain household appliances that may be included in a move such as washing machines, ice makers, refrigerators, ranges, and other similar items. CARWIN LOGISTICS LLC shall not be liable for any damages caused to personal or real property resulting from flood or water leaks of any cause or nature. Responsibility for water and gas lines connections remains solely with the Shipper, and we recommend they hire a licensed, certified and insured plumbing or electrical contractor.

3.8 General Limitation of Liability

We shall not be held liable in any form for losses to items by mold, moth, rot, rust, weather, dirt, deterioration, terrorism, acts of nature, driveways or sidewalks not able to withstand the weight of our trucks, trees or landscaping, or any other causes for loss or damages outside of our control. We are only liable for loss or damage arising from our own negligence.

SECTION 4**4.0 PROMOTIONS**

CARWIN LOGISTICS LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the CARWIN LOGISTICS LLC office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

<u>Number of Movers</u>	<u>Weekday (Monday – Thursday)</u>	<u>Weekend (Friday – Sunday)</u>
Two Men and a Truck	\$100.00	\$110.00
Three Men and a Truck	\$135.00	\$145.00
Four Men and a Truck	\$155.00	\$165.00
Each Additional Man	\$19.00 per man/per hour	\$25.00 per man/per hour

Carwin Logistics, LLC
1317 N. Main Street, Suite 206
Summerville, S.C. 29483

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Order Appendix A
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IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

CONSIGNEE TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO _____

ROUTING _____

GENERAL
CONDITIONS: _____

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF. SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

**TRANSPORTATION SERVICES
HOURLY CHARGE**

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR

TRAVEL TIME HOURS AT \$ ____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION _____ MILES				
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE) <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.				
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS				
PIANO HANDLING: OUT _____ IN _____ HOIST				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE				

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI _____ QUANTITY _____

BARRELS _____ 5

CARTONS _____ LESS THAN 1 1/2

CARTONS _____ 1 1/2

CARTONS _____ 3

CARTONS _____ 4 1/2

CARTONS _____ 6

CRIB MATTRESS

WARDROBES (USE OF)

MATTRESS CARTON NOT EXCEEDING 39 x 75

MATTRESS CARTON NOT EXCEEDING 54 x 75

MATTRESS CARTON EXCEEDING 54 x 75

CRATES _____ MIRROR CARTONS

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT. SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED
REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____
(WAREHOUSEMAN'S SIGNATURE) DATE

